



The Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: W.H. Smith Hardware Co.

File: B-223818

Date: October 28, 1986

DIGEST

Protest that agency improperly awarded contract for the supply of centrifugal pumps to the firm which offered the lowest price when the total price of all options was added to the price for the basic requirement, is untimely insofar as it contends that such an evaluation was precluded by the structure of the IFB Schedule and without merit in that the awardee's price for the total base plus option quantity is less than the protester's.

DECISION

W.H. Smith Hardware Co. protests the award of a contract to E.C. Schleyer Pump Co. under invitation for bids (IFB) No. DAAK01-86-B-C076, issued by the Army Troop Support Command, St. Louis, Missouri.

The protest is dismissed in part and denied in part.

The solicitation Schedule called for bids on a total quantity of 2,183 centrifugal pump units and associated data such as parts lists and technical manuals. Included in the Schedule was the following item:

<u>Item No.</u>	<u>Supplies/Services</u>	<u>Quantity</u>	<u>Unit</u>	<u>Price</u>	<u>Amount</u>
0004	As specified in item 0001 OPTION QUANTITY (Reference paragraphs I.6 and M.5)	1-2,183	ea.	\$ ____	\$XXXXX

Paragraph I.6 is the clause "Option for Increased Quantity - Separately Priced Line Item (APR 1984)" (Federal Acquisition Regulation (FAR), 48 C.F.R. § 52.217-7 (1985); paragraph M.5 is the clause "Evaluation of Options (APR 1984)" (FAR, 48 C.F.R. § 52.217.5). The "Evaluation of Options" clause provides in pertinent part:

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"(a) The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. . . ."

Following the rejection of the low bid as materially unbalanced, the next low bid for the total base plus option quantity was Schleyer, to which award was made. Although the protester's bid on the base quantity alone was lower than Schleyer's, the protester was no longer low when prices for the total option quantity were considered.

Smith argues that because in the IFB Schedule the option quantity is stated as "1-2,183" and because the blank provided in the Schedule column for the total "Amount" of a bid for the option quantity was crossed out, precluding an entry by a bidder, it is not possible to perform the evaluation provided for by the "Evaluation of Options" clause quoted above. The agency "cannot fairly and properly" evaluate bids under these circumstances, Smith maintains, because the bidder who is low will change depending upon what quantity between 1 and 2,183 forms the basis for evaluation. In fact, Smith asserts, the IFB "leads a bidder to believe" that the option quantity is excluded from the evaluation of bids because the total "Amount" of the bid for the option quantity is crossed out in the Schedule and because under the base quantity appears the statement "Total Quantity to be Procured - 2,183 each." Smith argues that the solicitation should be canceled and the requirement be resolicited.

Although Smith maintains that its protest solely concerns improprieties in the contract award procedure and not improprieties apparent from the face of the solicitation, we do not entirely agree; much of Smith's protest is untimely because it was not filed prior to bid opening. See 4 C.F.R. § 21.2(a)(1) (1986). If Smith thought the way Item 0004 of the IFB Schedule was structured precluded the addition of "the total price for all options to the total price for the basic requirement" as specifically provided for in the "Evaluation of Options" clause, it should have protested this alleged conflict or ambiguity before bid opening; it did not. We therefore dismiss Smith's protest to the extent that it concerns the propriety of the terms of the IFB.

Insofar as the conduct of the evaluation is concerned, Smith's protest is without merit. When the total of the base

and option quantities is considered--as the "Evaluation of Options" clause said it would be--Schleyer's bid of \$1,585,595.60 is \$97,707.10 lower than the protester's price of \$1,683,302.70.

for Seymour Efron
Harry R. Van Cleve
General Counsel